

**CONTRACT BETWEEN**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**  
**AND**  
**Tek Visions, Inc.**

This contract entered into this 19th day of July, 2007, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and Tek Vision, Inc. located at 300 Shawnee North Drive, Suwanee, GA 30024, (hereinafter referred to as the "Contractor") to provide Touch Screen Computers and Peripherals.

**SECTION I - Term of Contract**

This contract shall be for the period beginning July 19, 2007 through July 18, 2010. The contract may be renewed for one additional two-year period at the annual anniversary date. The contract will not extend beyond the 2012 year.

**SECTION II - Services**

The Contractor shall provide Touch Screen Computers and Peripherals per specifications in RFP 07C-004D and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP 07C-004D, if any, are also made a part of this contract.

**SECTION III - Cost of Services**

The Contractor shall be paid for goods and services as negotiated in the RFP and awarded for **\$750,000.00**.

**SECTION IV - Order of Priority**

In the event of a conflict between documents, which are incorporated herein by reference, the Parties agree that the order of priority shall be as follows:

- A. This Contract,
- B. Any Addendum issued to RFP 07C-004D
- C. Terms, Conditions and Specifications in RFP 07C-004D
- D. Vendor's submitted Bid RFP 07C-004D Documents

## **SECTION V - Terms and Conditions**

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract with or without cause upon written notice to the authorized representative of the Contractor. Such notice must be received at least 30 days prior to the effective date of termination, and the Contractor shall only be entitled to compensation up to the date of termination. In the event of cancellation, the Contractor shall not be entitled to damages for lost profits. The School Board may pursue any and all legal and equitable remedies provided by law.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of completion of the contract. The School Board shall establish the expiration date of the contract for determination of the three year period.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

## **SECTION VI – Indemnification/ Hold Harmless Agreement**

Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or

C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of this contract.

#### **SECTION VII - Insurance**

Insurance will be required as stated in RFP 07C-004D. The School Board of Palm Beach County shall be named as additional insured.

#### **SECTION VIII - Funding Out**

This Contract may be terminated if the School Board does not allocate money in its annual budget for this Contract. Such termination will be considered a termination for convenience.

The written notice of termination will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in the RFP from another vendor in the succeeding funding period.

#### **SECTION IX – Jessica Lunsford Act**

All Contract personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, who may have direct contact with any student of the School District, or who may have access to or control of school funds must be fingerprinted and background checked. The Contractor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the awardee. Contractor shall not begin providing services contemplated by this contract until Contractor receives notice of clearance by the School District. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Contractor (or discontinuation of Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor

any employee, agent nor representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of this contract.

#### **SECTION X - Default**

In the event that the awarded responder(s) should breach this contract the School Board reserves the right to seek remedies in law and/or in equity.

#### **SECTION XI - Debarment**

The School Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

#### **SECTION XII – Federal and State Tax**

The School Board is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful responder(s). Responder(s) doing business with the School Board will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the School Board, nor will any responder be authorized to use the District's Tax Exemption Number in securing such materials.

#### **SECTION XIII - Amendment**

This contract shall only be amended or modified in writing executed by both parties.

#### **SECTION XIV - Strict Performance**

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this contract, venue shall lie in Palm Beach County, Florida.

This contract shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This contract is binding on the parties hereto, their heirs, successor and/or approved assigns.

In witness whereof, this contract has been executed on the day and year first above written.

TEK VISIONS, INC.

THE SCHOOL BOARD OF PALM BEACH COUNTY,  
FLORIDA

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
William G. Graham, Chairman

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Date

WITNESS: \_\_\_\_\_

Attest: \_\_\_\_\_  
Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved for Form and Legal Sufficiency:

DATE: 7-17-07

BY:   
Attorney